

Richard D. Rode
2301 West Lawther Dr.
Deer Park, Texas 77536
Telephone: 832-431-1255

Response Deadline: October 23, 2013
4:00 p.m. EDT

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Residential Capital, L.L.C., *et al.*, Chapter 11
Debtors Case No. 12-12020 (MG)
Administratively Consolidated

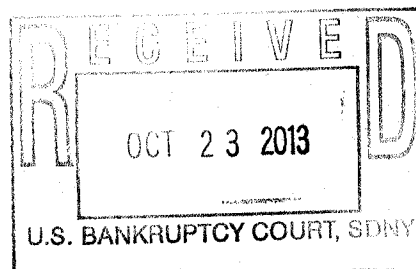
**RESPONSE OF Richard D Rode to Hearing on 36th and 37th Omnibus
OBJECTION TO CLAIMS Misclassified and Wrong Debtor Borrower Claims
William J Ridge**

5610 and # 5612 for Richard D Rode

Richard D Rode ("Creditor/Borrower") submits this response to the Debtors' Objection To Proof of Claim # 5610 amended from (#2571, #1914) And Proof of Claim # 5612 amended from (#2678, # 1908).timely submitted. Both surviving Claims are Separate against each entity, and each claim \$339k secured, and \$923k in general unsecured. And I ask the court to re-classify both to be priority.

Preliminary Statement

RICHARD D. RODE Purchased for \$42500. With a down payment of \$10k, un-improved property on June 8, 1997.known as lot five, block one,Park Place, Sec. one. .Later to be known as 2301 w Lawther Drive, Deer Park, Texas 77536. Being a Texas licensed contractor obtained a construction loan for \$240k in June 2000. In February 2001, My company sold the home to myself and former wife. We signed a mortgage loan for \$272k with North American Mortgage Bank, in March, 2001.



That loan was bought and serviced by Washington Mutual. On March 19, 2003 And interest rates at an all time low, I re-financed my homestead for 5.33% fixed 15 year loan for \$265,175.

from Southtrust Bank. Later that year Wachovia Bank started to send me statements. And in October 15, 2003, Homecomings Financial sent me a late payment notice. After several months and confusion why I was receiving two mortgage payments, I never heard from Wachovia again, and Homecomings sent me a letter confirming they were the mortgage lien holder. I never recovered 2 payments paid to Wachovia but I did have a better interest rate. On or around May 2006 I received a statement and my payment was not listed and more importantly the principal balance stayed the same. I did not have an escrow account as I paid my own Taxes and Insurance. After several attempts and letters concerning my payments not being posted to account. And then I was sent a letter stating Homecomings paid taxes, and placed insurance on home. The rest has been documented numerous times, including GMAC becoming my master servicer in 2009. Payments would post but then be put into suspense, and then Corp Adv. All above has been documented and presented to Debtor attached is copy of my Houston Attorney Mr Uzick,s suit filed in 2010. The last damage and claim I am entitled to is in September 2008, Hurricane Ike hit Houston, and President declared Harris and Gaiveston Counties Disaster Zones, and provided relief. I suffered almost \$150,000 in damage in which Harris County provided \$65k in 2010. GMAC called and advised they received a check from my insurance company, and asked about progress. I was to by a Denis Junken that they would release the check upon proof work was completed. And they would hold off on October, November, and December payments would be waived and put at the end of loan.due to disaster area. In January I was served with Substitute Trustee sale and GMAC was going to foreclose. I sent in January four payments overnight to stop any acceleration. I also asked for my insurance check for hurricane damage, and to date I have not received the \$15644.00 paid by insurance company.. Tax refund from Harris county for \$2674.00 was never accredited, Two forced

place insurance policies were put in 2006 \$5988.00 and in 2008 for \$4823.00 I have maintained insurance at all times on this home, however GMAC paid my previous insurance company even though I provided another policy .This same complain happen this year again, as I purchased insurance with AAA, for \$2488.00 yet my previous company Farmers received a check for \$4600.00 Attached is letter from Ocwen stating no insurance coverage..

Security request from Rescap for POC.

Debtors have stayed dormant and encouraged all creditors to fill out POC(proof of claims). And systematically objected and moved claims to be disallowed and expurged. Again I object to Debtors Shield and Sword tactics requiring litigation and advantage to demand the very same this creditor has been requesting and DENIED.(emphasis yes).

The facts are on July 29, 2009 after several attempts to repair accounting and refunds due and not credited My attorney Mr Uzick, sent registered letter to GMAC representative Charles Hoecher in Waterloo, Iowa Form July thru August my attorney submitted allegations and resolution to Litigation Manager Denise Jungten. Several letters up to and including October 2009, my Attorney pleaded for an answer or confirmation, In good faith two certified checks were sent and even though there was a \$16988.00 overage in escrow, We wanted confirmation and new paperwork confirming all money and credit would be Up to date on Mortgage, and with escrow money to be applied to account. Our estimation being around \$142,000.00 balance. No resolution, or credit to account for any of the above items. In fact after looking online and confirmed with discovery sent, in pending lawsuit, Debtors removed over \$23,000.00 from escrow account, and filed for foreclosure in March of 2010. From August thru March 2010, no other communication was sent by debor even after several letters certified were sent , (attached) Then Debtors reported illegally past due on credit report, and listed foreclosure causing Fraud, DTP.RESPA, and TILA and other reckless actions resulting in severe damage and hardship on Plaintiff. All stated in pending lawsuit.

And continuing same reckless action, Ocwen sent a notice in February 2013, that they are the new servicers. Along with my attorney and my own personal letter both certified, and titled Qualified Written Response, and no answer to accounting or interest in reviewing account. These actions make it obvious that Homecoming, GMAC, RESCAP, and now OCWEN are following Texas and Federal law to respond and correct any errors to Mortgage/Homeowner. For this and other violations just sent in September 2013 with added charges and no itemization or accounting Debtors and new Servicer have engaged in Deception and Fraud in adding charges to a mortgage they no longer have, nor ever did, have rights to my homestead. The Damages Secured total is \$339,000.00 against RESCAP (per RESCAP addendum to change name). And \$339,000.000 against Homecomings pre 2008, And \$923,000.00 unsecured against RESCAP, and \$923,000.00 against Homecomings. And damage pending on action of OCWEN as it was over 90 days and no response to date. Reference of deception also confirmed with 2003-RALI-QS12 and my loan code # 8596015 referenced as a "Pass Thru Security", Reference SEC commission file 333-140610 cutoff date June 1, 2003. And yet security was held "on shelf" per CEO James Young, and filed on February 29th, 2008, and start distribution on March 25, 2008. Debtors have profited from using my home as collateral without my knowledge or consent. This information was only released on 10-18-2013.

Dated at Deer Park, Texas, this 22st day of October, 2013.



/s/ Richard D. Rode

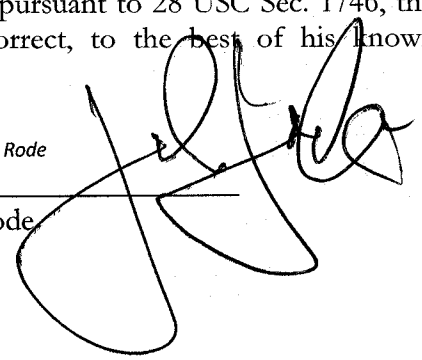
Richard D. Rode
2301 West Lawther
Deer Park, Texas 77536
Telephone: (832) 432-1255
richrode@att.net

**UNSWORN DECLARATION UNDER PENALTY OF PERJURY OF
RICHARD D. RODE, IN HIS OWN NAME AND RIGHT**

Richard D. Rode declares under penalty of perjury, pursuant to 28 USC Sec. 1746, that the facts set forth in the foregoing motion are true and correct, to the best of his knowledge, information, and belief.

/s/ Richard D Rode

Richard D. Rode



Jeffrey H. Uzick

OZICK & ONCKEN, P.C.

Attorneys at Law
238 Westcott
Houston, Texas 77007
(713) 869-2900
Fax: (713) 869-6699
E-Mail: des@uzickoncken.com
www.uzickoncken.com

October 1, 2009

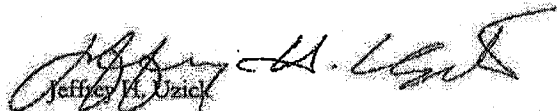
Ms. Denise Jungen
Advocacy Resolution Specialist
GMAC Mortgage
3451 Hammond Avenue
Waterloo, IA 50704

RE: Account Number: 7435631023
Mortgagor: Richard D. Rode
Property Address: 2301 West Lawther Lane, Deer Park, Texas, 77536

Dear Ms. Jungen:

Pursuant to your correspondence of September 24th, enclosed please find the signed and notarized Fixed Rate Loan Modification Agreement regarding the above-referenced account number. Mr. Rode has already made the requested payment of \$3,025.00, which your records show as received on September 14th. Please forward to me a completely-signed copy of the enclosed document, evidencing your signature on same. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


Jeffrey H. Uzick

5/dr\973.090059
Enclosure
FEDERAL EXPRESS

2702 Treble Creek • San Antonio

EXHIBIT

"D"

• Facsimile: (210) 341-1570

UZICK & ONCKEN, P.C.

Jeffrey H. Uzick

Attorneys at Law
238 Westcott
Houston, Texas 77007
(713) 869-2900
Fax: (713) 869-6699
E-Mail: dee@uzickoncken.com
www.uzickoncken.com

October 27, 2009

Ms. Denise Jungen
Advocacy Resolution Specialist
GMAC Mortgage
3451 Hammond Avenue
Waterloo, IA 50704

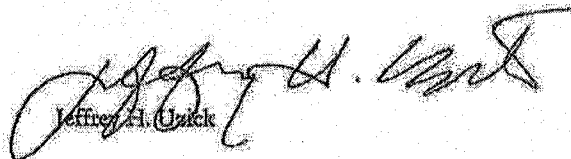
RE: Account Number: 7435631023
Mortgagor: Richard D. Rode
Property Address: 2301 West Lawther Lane, Deer Park, Texas, 77536

Dear Ms. Jungen:

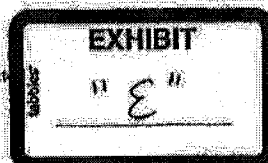
My client, Richard Rode, nor I, have yet to receive the completely-signed copy of the Fixed Rate Loan Modification Agreement in the above-referenced matter. Mr. Rode is ready to make the requested payment of \$3,013.70 on November 1st, per that Agreement, but there is concern as to how GMAC will be applying that payment considering the recent activity listed on the October 19th statement. That statement lists several items that do not explain where funds from escrow are being applied. For example, \$10,000.00 taken from escrow on 10-19 and applied to "Other" or "PD LN MOD CAP FNDS" and \$83.00 applied to "Other" or "PD CORP ADV 3 DRM", along with various other "Fee Paid" items.

Please reply as soon as possible to our request for an accounting of the recent escrow withdrawals and fees contributed to this account, along with the fully-executed Fixed Rate Loan Modification Agreement in time for Mr. Rode to make his November 1st payment timely, as agreed.

Very truly yours,


Jeffrey H. Uzick

5/dr\973.090059
Enclosure
PAXED



2702 Treble Creek • San Antonio

• Facsimile: (210) 341-1570

TRANSMISSION VERIFICATION REPORT

TIME : 10/27/2009 13:52
NAME : UZICKONCKEN
FAX : 7138696699
TEL : 7138692900
SER. # : D6J169671

DATE, TIME : 10/27 13:52
FAX NO./NAME : 18667094744
DURATION : 00:00:39
PAGE(S) : 02
RESULT : OK
MODE : STANDARD

UZICK & ONCKEN, P.C.

Jeffrey H. Uzick

Attorneys at Law
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Houston, Texas 77007
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Fax: (713) 869-6699
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DATE: October 27, 2009

TO: Ms. Denise Jurgen/Advocacy Resolution Specialist/GMAC Mortgage
FAX: (866) 709-4744

FROM: Jeffrey H. Uzick

COMMENTS: GMAC (5) requesting signed Fixed Rate Loan Modification Agreement+
explanation of escrow withdrawals and fees

TOTAL PAGES: 2 (INCLUDING COVER SHEET)

FILE NAME: Rode v. Homeromings/GMAC

FILE NUMBER: 973.090059

If transmission is not complete, please call (713) 869-2900

UZICK & ONCKEN, P.C.

Jeffrey H. Uzick

Attorneys at Law
238 Westcott
Houston, Texas 77007
(713) 869-2900
Fax: (713) 869-6699
E-Mail: dec@uzickoncken.com
www.uzickoncken.com

October 30, 2009

Ms. Denise Jungen
Advocacy Resolution Specialist
GMAC Mortgage
3451 Hammond Avenue
Waterloo, LA 50704

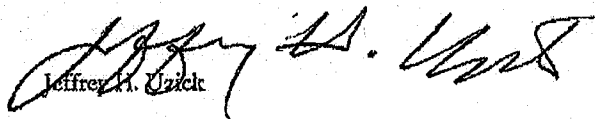
RE: Account Number: 7435631023
Mortgagor: Richard D. Rode
Property Address: 2301 West Lawther Lane, Deer Park, Texas, 77536

Dear Ms. Jungen:

This is yet another letter reminding you that we are ready, willing and able to make the payment that is due on November 1st, but my clients will not do so unless I receive (1) confirmation that this modification has been finalized; and (2) that the payments are being properly applied. The October 19th statement is inaccurate, as it reads, for example, that \$10,000.00 was applied to "Other".

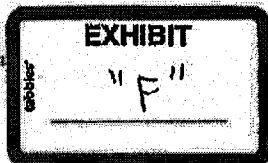
Please contact me or Dec Rode at the number above immediately to solve this continuing problem.

Very truly yours,


Jeffrey H. Uzick

5/dr\973.090059
FAXED

2702 Treble Creek • San Antonio



3 • Facsimile: (210) 341-1570

TRANSMISSION VERIFICATION REPORT

TIME : 10/01/2009 12:52
NAME : UZICKONCKEN
FAX : 7138695599
TEL : 7138692900
SER. # : D6J169671

DATE, TIME
FAX NO./NAME
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PAGE(S)
RESULT
MODE

10/01 12:50
18667094744
00:02:31
08
OK
STANDARD

UZICK & ONCKEN, P.C.

Jeffrey H. Uzick

Attorneys at Law
238 Westcott
Houston, Texas 77007
(713) 869-2900
Fax: (713) 869-6699
E-Mail: jee@uzickoncken.com
www.uzickoncken.com

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DATE: October 1, 2009

TO: Ma. Denise Jungen/Advocacy Resolution Specialist/GMAC Mortgage
FAX: (866) 709-4744

FROM: Jeffrey H. Uzick

COMMENTS: GMAC (4) forwarding Fixed Rate Loan Modification Agreement

TOTAL PAGES: 8 (INCLUDING COVER SHEET)

FILE NAME: Rode v. Homecomings/GMAC

FILE NUMBER: 973.090059

If transmission is not complete, please call (713) 869-2900

FedEx Ship Manager - Print Your Label(s)








Page 1 of 1

From: Origin: ALOA (000) 000-1119 Jennifer Neester - Loss Mit HOMECOMINGS FINANCIAL NETWORK 3451 Hammond Avenue Waterloo, IA 50702		FedEx Express		Ship Date: 2/18/2009 Actual: 1.01B CAID: 5441863N121000 Account: 5	
SHIP TO: (214) 874-8541 BILL SENDER ATTN: LOSS MITIGATION DEPT. GMAC MORTGAGE 3451 HAMMOND AVE WATERLOO, IA 50702		Delivery Address Bar Code 			
		Ref #: SVC856 Invoice #: PO #: Dept #: SVC856			
		TRK# 7968 9701 2725 FRI - 28AUG A2 0201 STANDARD OVERNIGHT			
		50702 IA-US CID			
		50 ALOA 			
<p>After printing this label:</p> <ol style="list-style-type: none">1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.2. Fold the printed page along the horizontal line.3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned. <p>Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.</p> <p>Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claims in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.</p> <p>Global Home Small Business Center Service Info About FedEx Investor Relations Careers Fedex.com Terms of Use Security & Privacy Site Map</p> <p>This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2009 FedEx</p>					

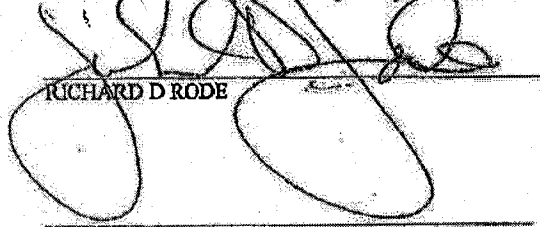
Federid 10-01-09



Detailed Results

Enter tracking number

Detailed Results	Notifications		
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Delivered  Delivered Signed for by: S.MOE			
Shipment Dates	Destination		
Ship date  Oct 1, 2009	Signature Proof of Delivery 		
Delivery date  Oct 2, 2009 8:17 AM			
Shipment Facts 			
Service type	Standard Envelope	Delivered to	Mailroom
Weight	0.5 lbs/0.2 kg		
Shipment Travel History 			
Select time zone: Select	Select time format: 12H 24H		
All shipment travel activity is displayed in local time for the location.			
<u>Date/Time</u>	<u>Activity</u>	<u>Location</u>	<u>Details</u>
Oct 2, 2009 8:17 AM	Delivered		
Oct 2, 2009 8:59 AM	On FedEx vehicle for delivery	WATERLOO, IA	
Oct 2, 2009 8:28 AM	At local FedEx facility	WATERLOO, IA	
Oct 2, 2009 4:37 AM	At dest sort facility	CEDAR RAPIDS, IA	
Oct 2, 2009 4:24 AM	Departed FedEx location	INDIANAPOLIS, IN	
Oct 2, 2009 1:45 AM	Arrived at FedEx location	INDIANAPOLIS, IN	
Oct 1, 2009 8:27 PM	Left FedEx origin facility	HOUSTON, TX	
Oct 1, 2009 8:57 PM	Picked up	HOUSTON, TX	

Executed effectively as of the day and year first above written.


RICHARD D RODE


Witness

Print

BARBARA RODE

Witness

Print

BORROWER ACKNOWLEDGMENT

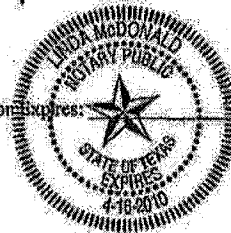
State of Texas
County of Harris

On this 1 day of OCT, 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared RICHARD D RODE ~~BARBARA RODE~~ personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.


Notary Public

My Commission Expires:



UZICK & ONCKEN, P.C.

Jeffrey H. Uzick

Attorneys at Law
238 Westcott
Houston, Texas 77007
(713) 869-2900
Fax: (713) 869-6699
E-Mail: dec@uzickoncken.com
www.uzickoncken.com

March 8, 2013

Qualified Written Request and Complaint
To: Ocwen Loan Servicing, LLC
Attention: Customer Care
3451 Hammond Avenue
Waterloo, IA 50704-0780

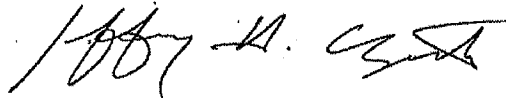
RE: Account #: 7435631023
Property Address: 2301 West Lawther Lane
Deer Park, Texas 77536

Dear Sirs:

This firm represents Rich Rode regarding claims that are currently being pursued against GMAC and Homecomings for the mismanagement of refinancing, mismanagement of his escrow account, and attempted wrongful foreclosure on the property the subject of this loan. While GMAC is in bankruptcy, the claims against it and any subsequent owner of the loan will be pursued.

We hereby object to the transfer of this loan due to the claims made the basis of this suit. We will also take all necessary steps to preserve the property and prevent foreclosure until the underlying dispute is resolved, including filing suit against all subsequent owners of the mortgage. Furthermore, we will pursue any and all damages that are available under statutes and law, including RESPA, if any adverse action is taken against my client while this dispute is pending.

Respectfully,



Jeffrey H. Uzick

CRRR: 7004-1160-0007-3378-8667

cc: Mr. Graham W. Gerhardt/Bradley, Arant, Boult, Cummings
FAXED

Ms. Erica J. Richards/Morrison & Foerster, L.L.P.
FAXED

7004 1160 0007 3378 8667

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits. *Rode*

1. Article Addressed to:

*Power Loan Sewicing
Att: Customer Care
3451 Hammond Ave.
Waterloo, IA 50704-0780*

2. Article Number
(Transfer from se)

7004 1160 0007 3378 8667

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Greg Caya

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

MC Date of Delivery
12 2013

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes
☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

* * * Communication Result Report (Mar. 8. 2013 12:03PM) * * *

1)
2)

Date/Time: Mar. 8. 2013 12:01PM

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8644	Memory TX	12055218800	P. 2	OK	
	Rode v. Homecomings	12124687900		OK	

Reason for error
mm. 1) Hang up or line fail
mm. 2) No answer
mm. 3) Exceeded max. E-mail size
E. 2) Busy
E. 4) No facsimile connection

UZICK & ONCKEN, P.C.

Jeffrey H. Uzick

Attorneys at Law
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Houston, Texas 77007
(713) 869-2900
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DATE: March 8, 2013

TO: Mr. Graham W. Gerhardt
FAX: (205) 521-8800

TO: Ms. Erica J. Morrison
FAX: (212) 468-7900

FROM: Jeffrey H. Uzick

(Doc)

COMMENTS: Owen Notice Letter

TOTAL PAGES: 2 INCLUDING COVER SHEET

FILE NAME: Rode v. Homecomings/GMAC

FILE NUMBER: 700.100001

If transmission is not complete, please call (713) 869-2900

* * * Communication Result Report (Mar. 8. 2013 12:03PM) * * *

1)
2)

Date/Time: Mar. 8. 2013 12:01PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
8644 Memory TX Rode v. Homecomings	12055218800 12124687900	P. 2	OK OK	

Reason for error

E. 1) Hang up or line fail
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Jeffrey H. Uzick

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TO: Ms. Erica J. Morrison
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FROM: Jeffrey H. Uzick

(Doc)

COMMENTS: Owen Notice Letter

TOTAL PAGES: 2 INCLUDING COVER SHEET

FILE NAME: Rode v. Homecomings/GMAC

FILE NUMBER: 700.100001

If transmission is not complete, please call (713) 869-2900

RICHARD D. RODE

2301 West Lawther Drive
Deer Park, Texas 77536
(832) 431-1255
richrode@att.net

February 27, 2013

Qualified Written Request and Complaint
To: Ocwen Loan Servicing, LLC
Attention: Customer Care
P.O. Box 1330
Waterloo, IA 50704-1330

RE: Your account # 7435631023

Dear Sirs:

I have received a "Notice of Servicing Transfer" dated February 7, 2013, from the above-addressed new Servicer, and old Servicer, GMAC Mortgage. The notice arrived on February 16, 2013.

I am sending this "Written Response" based on RESPA, (12 U.S.C., Section 2601 et seq)", Rights under Federal Law and Section 6 of RESPA (112 U.S.C., Section 2605) Complaint Notice and Demand for resolution within 20 days.

My first concern and Qualified Complaint is that I have NOT been given a minimum 15-day notice before Servicing Transfer effective date which is February 16, 2013, per the letter received, referenced above.

My second concern and Qualified Complaint is that I have NOT been given, in writing, GMAC contact numbers or addresses. The above-stated letter refers to "All mailing addresses and phone numbers previously used to contact GMACM, will remain the same. OCWEN phone and address numbers are listed as old HOMECOMINGS contact info.

Third concern and Qualified Complaint is in regards to stated:

Principal balance at \$ 187,290.87
Escrow Balance (-\$44,135.57) (noted as negative)
Loan Rate 5.375%
Next Payment Date 11/01/2008
Payment Amount "Please refer to your mortgage account statement".

I object, dispute, and disagree to all the above amounts and figures. I have not received any statements, or Escrow Analysis, or any servicing paperwork since 2008.

I did send in an inquiry and dispute in July of 2008 requesting all mortgage information and accounting on alleged note and payments when I received a letter much like this one stating Homecomings was transferring to GMAC. I disputed the figures and balances back then. I also have had numerous requests with both Homecomings and GMAC, regarding "Hurricane Ike" in

Qualified Written Request and Complaint
To: Ocwen Loan Servicing, LLC
February 27, 2013
Page 2

September, 2008. My home was directly hit and received substantial damage. The President declared this region a Disaster Zone. After reporting hardship, and assurance that GMAC modified the mortgage, I received a certified letter in January of 2009, stating GMAC's position was to foreclose on property. I hired an attorney, and negotiated a modification, and I sent \$13,000, in January 2009, to catch up past due. Another \$8,400 was mailed in on May 10, 2009. I also sent a certified check for \$3,025.00 in October of 2009. I am stating these deposits were all in 2009, and 2010. Your report shows next payment due date as 11-01-2008. The above amounts were made in 2009.

Again on March 11, 2010, I was served with Trustee Substitute sale, who was going to foreclose and sell my property on May 10, 2010.

I make this point, because I also sent a certified letter disputing \$192,000 balance, and exercised my rights and due diligent demanding verification of debt, note, deed of trust, etc., and after 30 days until now I have not received that information or any other requested proof and documentation regarding debt, payment, and escrow/accounting that was to be done no later than 30 days from April 10, 2010.

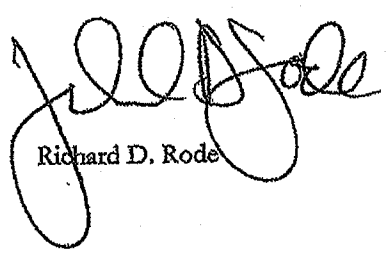
I never receive any copy of a Judgment or original creditor information.

On February 25, 2013, I called 800-766-4622, and was transferred to a Customer Service representative by the name of N'RAE. She stated that there is no more GMAC, only OCWEN, but that she works for RESCAP, and is a third-party information representative. She did NOT have any credentials or ID badge registered with State of Texas, or any other State. Furthermore, she stated that the notice I received is a generic form, and to disregard the information on it. She explained that these notices were mailed to everyone, and that she doesn't even have me or my address, or said account number on file, so disregard the letter.

I will again emphasize that I am disputing all figures and information reported to me on the letter dated February 7, 2013.

Section 6 of RESPA also provides for damages and costs for individuals in circumstances where servicers are shown to have violated the requirements of that section. Please note that a qualified written acknowledgement is required within 20 days of this notice. There are several credits and overages that were due to me back in 2009, and it is unlawful to report or take any action until all above issues and corrections are made.

Respectfully,



Richard D. Rode

7004 1160 0007 3378 8742

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits. *Rode*

1. Article Addressed to:

*Qualified Written Request
& Complaint*
OCWEN LOAN SERVICING
Att: Customer Care
P.O. Box 1330
Waterloo, IA 50704-1330

2. Article Number
(Transfer from s)

7004 1160 0007 3378 8742

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Greg Caya ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

MAR 5 2013

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

8/26/2009

Homecomings Financial
A GMAC Company

RICHARD D RODE
BARBARA RODE
2301 WEST LAWTHER LANE
DEER PARK TX 77536

Re: Account Number 7435631023
2301 WEST LAWTHER LANE
DEER PARK TX 77536

Dear RICHARD D RODE BARBARA RODE

Congratulations! Your request for a loan modification has been approved subject to the following:

- Receipt of your contribution in the form of certified funds
- Receipt of the signed and notarized loan modification agreement and any attachments
- Receipt of clear title, if applicable

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The contribution amount of \$ 3,025.00 in the form of certified funds, is due in our office by October 1, 2009.
- The interest rate is 5.000000%.
- The first modified payment begins November 1, 2009.

Principal and Interest	\$ 2,320.25
Escrow	\$ 693.45
Total Payment	\$3,013.70

Do NOT sign the enclosed Loan Modification Agreement unless you are in the presence of a notary. This document must be signed in the presence of a notary and (if applicable) other witnesses. All of the documents must be executed and the signatures must be exactly as the names are typed.

- The signed and notarized Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs – excluding late charges – may not have been included in the loan modification and will remain outstanding.

The contribution and executed loan modification documents are due back by October 1, 2009. Please return to:

Homecomings Financial, LLC
Attn: Loan Modification
3451 Hammond Avenue
Waterloo, IA 50702

IMPORTANT! The loan modification will not be complete until we receive all properly executed documents and the contribution amount. If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

If you have any questions regarding this modification offer, please contact a modification specialist directly at 1-800-799-9250 Monday – Thursday 8:00 AM to 7:00 PM, Friday 8:00 AM to 5:00 PM, Central Time.

Loan Modification Specialist
Enclosures

After Recording Return to:

SOUTHTRUST MORTGAGE CORPORATION

210 Wildwood Parkway, Suite 100
Birmingham, AL 35209

30

*Never
Recorded*

[Space Above This Line For Recording Date]

DEED OF TRUST

DEFINITIONS

MIN No. 100021700409327507

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated March 18, 2003 together with all Riders to this document.
- (B) "Borrower" is Richard D. Rode, a married man, being joined herein proforma by my wife, Barbara O. Rode, to perfect lien only. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is SOUTHTRUST MORTGAGE CORPORATION. Lender is a corporation organized and existing under the laws of Delaware. Lender's address is 210 Wildwood Parkway, Suite 100, Birmingham, AL 35209. Lender includes any holder of the Note who is entitled to receive payments under the Note.
- (D) "Trustee" is Robert D. Gardner, Jr.. Trustee's address is 1635 NE Loop 410, Suite 100 San Antonio, TX 78209.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated March 18, 2003. The Note states that Borrower owes Lender Two Hundred Sixty Five Thousand One Hundred Seventy Five and no/100 Dollars (U.S. \$265,175.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2018.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider
☒ Other(s) [specify] **Renewal and Extension Exhibit**

- ☐ Condominium Rider
☒ Planned Unit Development Rider
☐ Balloon Rider

- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witness:

Witness:

Richard D. Rode

Barbara O. Rode

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

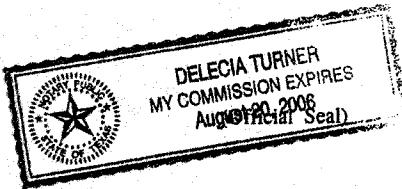
(Seal)

-Borrower

[Space Below This Line For Acknowledgment]

STATE OF TEXAS, Harris County ss:

This instrument was acknowledged before me on the 19 day of March 2003 by Richard D. Rode and wife, Barbara O. Rode.



Notary Public

DATE
Address

wrong day!